2468

BILL NO. S-78-02-01

SPECIAL ORDINANCE NO. S-24-78

AN ORDINANCE approving an Agreement to Purchase Real Estate from Mr. Bernard Dikty for Neighborhood Care, Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement to Purchase Real Estate dated December 15, 1977, between the City of Fort Wayne, by and through its Mayor and Neighborhood Care, Inc., and Mr. Bernard Dikty, for:

Lot #10 Drexel Park Addition

for the total cost of $6,000.00, all as more particularly set forth in said contract which is on file in the Office of Neighborhood Care, Inc. and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Vivian G. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by J. Schmidt, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M., E.S.T.

DATE: 2-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by J. Schmidt, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	0		1	
BURNS	✓				
HINGA				✓	
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-28-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 24-78 on the 28th day of February, 19 78

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 1st day of March, 19 78, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 6th day of March, 19 78, at the hour of 5:00 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Adopted
Feb. 28, 78
Neighborhood Care

Bill No. S-78-02-01

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving an Agreement to Purchase Real Estate from Mr. Bernard Dikty for Neighborhood Care, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do pass.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN — Vivian G. Schmidt

JOHN NUCKOLS — John Nuckols

PAUL M. BURNS — Paul M. Burns

FREDRICK R. HUNTER — Fredrick R. Hunter

2-28-78
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

December 15, 1977

Mr. Harold Lewis
Real Estate Specialist
880 City/County Building
Fort Wayne, IN 46802

Dear Mr. Lewis:

It is my understanding that Neighborhood Care, Inc. has a Homesteading Program, whereas, a home owner can sell his/her property to you and you use that property for your Homesteading Program.

I own a house at 3136 Smith and would like to sell it to your Agency for $6000. The property has been appraised at $9000, however, I would like to donate the remaining $3000 to Neighborhood Care, Inc.

Sincerely,

Bernard Dikty

Bernard Dikty
6870 NW Portland Ave.
West Linn, Oregon 97068

LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and leins on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.

APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:	DUPLEX	SINGLE UNIT
APPRAISERS:	George Adams	Archie Lunsey
MARKET DATA APPROACH:		
COMPARABLES	3	3
VALUE INDICATED	$8500	$9500
FINAL VALUE ESTIMATE:		
LAND	$1300	
IMPROVEMENTS	7700	
TOTAL	9000	

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is $6000.

12-16-77
(DATE)

Harold Lewis
Real Estate Specialist

THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

Mr. Bernard Dikty
6870 N.W. Portland Ave.
West Linn, Oregon 97068

Dear Mr. Dikty:

This is to confirm our meeting on 11-10-77 in regards to your property at 3136 Smith, which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of $6000.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 12-29-77.

Sincerely,

Ethel E. Watson
Director

EEW/ejg
ENC:

AN EQUAL OPPORTUNITY EMPLOYER

November 14, 1977

Mr. Harold Lewis
Neighborhood Care Inc.
880 City/County Building
One Main Street
Fort Wayne, IN 46802

Re; Appraisal of 3136 Smith Street
Owner; DIKTY, Bernard

Dear Mr. Lewis;

Pursuant to your request, I have personally inspected the site located at 3136 Smith Street, Fort Wayne, IN.

Having made an anaylsis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Sincerely;

George J. Adams- Appraiser

GEORGE J. ADAMS · Appraisals

6211 ARAGON DR. · 489-5180 · FORT WAYNE, INDIANA 46818

REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 City/County Building, Fort Wayne, IN

LOCATION: 3136 Smith Street, Fort Wayne, IN.

LEGAL DESCRIPTION: Lot #10, Drexel Park Addition

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

OPINION OF VALUE

Appraised Value – Land	$ 1100.00
Appraised Value – Improvements	$ 7400.00
Estimated Fair Market Value	$ 8500.00

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors effecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 11/14/77

George J. Adams

George J, Adams- Appraiser

NEIGHBORHOOD DATA:

The subject neighborhood is located approximately 3100 South and 1000 East of the center of the City of Fort Wayne, IN.

Schools, Churches, Shopping and service facilities are available but not always contigent to the area.

All City facilities, public walks, improved streets, concrete curbs and storm sewers are present in the neighborhood.

The neighborhood is zoned predominately residential and is thus composed chiefly of older, single family residences. The majority of the homes are of frame construction, are generally in good condition with some spottiness in pride of ownership and owner maintainance evident. Average age of the dwellings is approximately 50 years.

Real Estate market in the neighborhood appears weak and slow with inventory generally exceeding demand. This factor along with spotty pride of ownership and owner maintainance exerts considerable economic depression on values.

ASSESSED VALUATION & TAXES;

The subject property is currently assessed at $500 for the land and $1750 for the improvements. The current tax rate for Wayne Township is $10.675, thus, the tax expense for subject property is $240.19, not considering exemotions.

DESCRIPTION OF PROPERTY:

The subject comprises a rectangular parcel of land. The site has a frontage along Smith street of 36 feet and a depth of 151 feet. An alley & utility easement provides the rear property line. Bordering this easement is a public park. The easement is normal for the area and exerts no detrimential influence. Value of the public park would have to be a matter of personal choice.

The subject consists of two buildings, one of which is a 18x18 frame constructed garage with alley entry. Condition appears as poor.

The second building is a frame constructed 1 story, single family residence, constructed over a partial basement and crawl space. The total improved living area is 768 square feet.

General condition appears as good but considerable loss in value is suffered through the functional disability of the non-typical installation of basement stairs and inadequately equipped kitchen.

ESTIMATE OF VALUE BY THE MARKET APPROACH:

Market approach is generally defined as that method wherby the subject is compared to recent sales of similar properties, adjusting for those differences considered pertinent to value.

COMPARABLES:

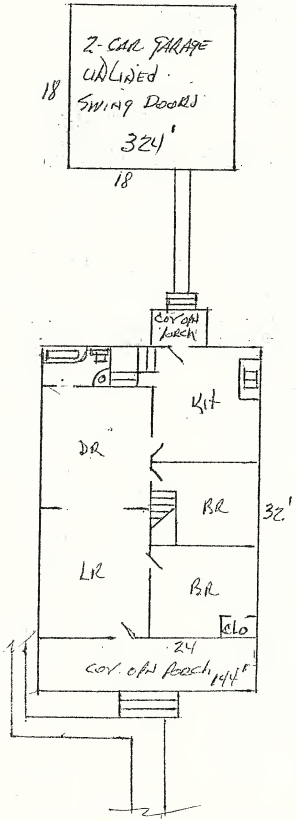
Property	SqFt	Sty	Rms	Brs	Baths	Const.	Car	Age Cond	Price	Date	Fin.
Subject	768	1	5	2	1	Al/frm	2D	47G			
3611 Lillie	720	1	4	2	1	Wd/frm	1D	34E	10800	4/77	FHA
3617 Robinwood	816	1	5	2	1	Wd.frm	1D	50G	11500	4/77	VA
3207 Winter	870	1	5	2	1	Al/frm	1D	35VG	14000	9/77	Contr.

	#1	#2	#3
	10800	11500	14000
Size/Rm count	+ 350	- 300	- 600
Age/Cond	- 2500		- 2000
Location	- 500	- 500	
Functional	- 1000	- 1000	- 1000
Finance	- 300	- 300	- 500
Carpeting		- 100	- 500
Central A/C			- 900
Fencing			- 250
Siding	+ 900	+ 900	
Land	- 500	- 300	
Subject	7250	9900	8250

Giving equal emphasis to all 3 comparables as reflecting a valid indication of value, I am of the opinion, that as of November 14, 1977, the fair market value of the subject was;

EIGHTY FIVE HUNDRED (8500) DOLLARS

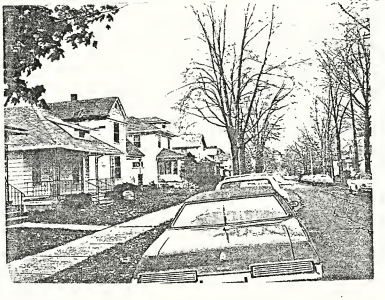
DRAWING



1 STORY FRAME STRUCTURE
OVER FULL BASEMENT

TOTAL IMPROVED LIVING AREA
768'

Photo's



OMB No.

1. MORTGAGE NO.

FHA UNDERWRITING REPORT

2. FHA CASE & NO.

NEIGHBORHOOD CODE: 1. ☐ One City 2. ☐ Sub-urban 3. ☐ Metro City 4. ☐ Part of MC 5. ☐ Rural 6. ☐ URA 7. ☐ Cond. End. 8. ☐ Blighted

MORTGAGE TO BE INSURED UNDER ☐ SEC. 203(b) ☐ SEC. ____ **3**

4. ▲ PROPERTY ADDRESS: 3136 Smith Street

▲ CENSUS TRACT: 2760 0027.

LEGAL LOT ____ BLK. ____ TR./SUBD. ____

MORTGAGE

6. ESTIMATED VALUE OF PROPERTY . . . $ ____

8. COMMITTED FOR INSURANCE

COMMITMENT
Issued: 19-
Expires: 19

7. MONTHLY EXPENSE ESTIMATE
Fire Ins . . . . $ 7.60
Taxes . . . . . $ 24.00
Condo Com. Exp. $ ____
Main. & Repairs $ 31.00
Heat & Utilities $ 50.00

9. ESTIMATED CLOSING COST . . . $ ____

11. ☒ EXISTING ☐ PROPOSED

COMMITMENT TERMS MAX. MORT. AMT. $ ____ NO. MOS. ____ MAX. INTEREST: ____ %

A. EXISTING HOUSE
Name of Occupant *(for person to call if unoccupied)* ____ Tel. No. ____ Key End. ☐ *(If unfurnished)*
4. Mon. & Yr. Completed ▲ 1918 ☐ Never Occup. ☒ Vacant Occupied by ☐ Owner ☐ Tenant at $ ____ Per Mo. ☐ Furn. ☐ Unfurn.

B. PROPOSED SUBSTAN. REHAB. UNDER CONSTR.
1. ☐ 2. ☐ 3. ☐
Builder's Name & Address including ZIP Code ____ Tel. No. ____ Model Identification ____
Plans: ☐ First Subm. Prob. Repeat Cases ☐ Yes ☐ No ☐ Prev. Proc. as FHA Case No. ____

14. DESCRIPTION
▲1. ☒ Detached 2. ☐ Semi-det. 3. ☐ Row
▲1. ☒ Frame 2. ☐ Masonry 3. ☐ Concrete
Factory Fabricated ▲1. ☐ Yes 2. ☐ No

1. ☐ Wood siding 2. ☐ Wood shingle 3. ☐ Asb. shingle 4. ☐ Fiber board 5. ☐ Brick or stone 6. ☐ Stuc. or c. blk. 7. ☒ Aluminum 8. ☐ Asph. siding 9. ☐
▲ 1 Stories 1. ☐ Split Foyer 2. ☐ Bi-Level 3. ☐ Split Level
▲1. ☒ Full Basement 2. ___ % Basement 3. ☐ Slab on Gr. 4. ☐ Crawl Space
▲ 1 Living Units

2 Bedrooms / ___ Liv. room / ___ Din. room / ___ Kitchen / ▲ 5 No. rms. / ▲ 1 Baths / ▲ ___ ½ Baths / ___ % Non-res.
☐ Store Rm. ☐ Util. Rm.
▲1. ☒ Garage 2. ☐ Carport
▲ No cars
▲1. ☐ Built-in 2. ☐ Attached 3. ☒ Detached

Mineral Rights Reserved ☒ No ☐ Yes *(Explain)*
Utilities: Water ▲1 ☒ 2. ☐ 3. ☐ | Gas ☒ ☐ ☐ | Elect. ☒ ☐ ☐ | Public / Comm. / Individual
▲1. ☐ Underground Wiring
Sanitary: Sewer ▲1 ☒ 2. ☐ 3. ☐ 4. ☐ | Septic tank ☐ | Cess pool ☐

▲ Type of Heating: GEN'L.
▲1 ☐ Cent. Air Cond. 2. ☐ Wall Air Cond.
Type of Paving (Str.): None ☐ Blk Top ☒ Curb & Gutter ☒ Sidewalk ☒ Storm Sewer

EXTRA FEATURES
▲1. ☐ Fireplace 2. ☐ Rec. Room 3. ☐ Sw. Pool 4. ☐ Sw. Pool Equip.
▲1. ☐ Extra Fire Pl. 2. ☒ Expand Attic 3. ☐ Fin. Attic
▲1. ☐ Enclosed Porch Front 2. ☐ Breezeway 3. ☐ Fence
▲1. ☐ Unfinish Attic 2. ☐ 3. ☐ 4. ☐

15. SPEC. ASSESS. Prepayable $ ____ Non-Prepay. $ ____
Int. ___ % Ann. Pay. $ ____ Unpd. Bal. $ ____ Rem. Term ____ Yrs.

16. ▲ LOT 36 x 115' 1. ☐ Irr. 2. ☐ Acres 5436 Sq. Ft.

17. GENERAL LOCATION: SE. 1000 East + 300 South

18. ANN. R. EST. TAXES $ 106.00 19. ANN. FIRE INS. $ 34.00

20. ▲ SALE PRICE $ ____ $ ____ Mo. ____ Yr. ____

21. EQUIPMENT IN VALUE. ▲ 1. ☒ Range or Counter cook unit & oven 2. ☐ Refrig. 3. ☐ Dishwasher ▲ 1. ☐ Garb. Disp. 2. ☐ Dryer 3. ☐ Vent fan 4. ☐ Laund. washer 5. ☐ Compactor

22. ▲ LOC. CODE

23. BASIC CASE

24. SUB FILE NO

25. RSM. UPB ☒ ECON. ☐ PHYS. 40 YRS.

26. CONDITION AS APPRAISED ▲1. ☐ Excellent 2. ☒ Good 3. ☐ Fair 4. ☐ Poor

27. NEIGHBORHOOD DATA
Prev. Land Use: Res.
Anticip. Land Use: Res.
Trend: Occup. Appeal: Good
Accepted for Assembly Inc. Prop: Good
95 %Est. Imp. 80 %own. 85 % Ten. 5 % Voc.
Age Typ. Bldg. 50 to 65
Typ. Mo. Rent $ 80 to 110
▲ Price Range $ 8,500 to 15,000

28. ▲ Location ☒ Acceptable ☐ Reject ☐ 223e
Property ☒ Acceptable ☐ Reject

29. IMPROVED ▲ LIVING AREA 768 Sq. Ft.

30. COST DATA: 2800-3 for ☐ Integ
2014-d 768 ☐ 2014
Cost @ $ 2500 Per Sq. Ft. = $ 19,200

31. BLDG. DESC/VARS.
Fdns. Poured Concrete 1
Ext. Wall Aluminum
Shtg. Asphalt Shingle
Sub. Fl. Wood
Rfg. Int. Wall Paper + Paint + Plaster
Plg. Modern No Sewer - Water Supply Tub
Htg. GFAC Unsul. 4" of Ceiling Insul.
4 @ 26 4 @ 14 Copper + plastic
Wiring Electric Service 4 wire 100 amp
4' of Wall Cabinet wood one unit
Kit. Sink, NO base cabinet

Equip. Allowance Storm doors + Storm windows, Gutter + Downspout
Total Variations $ 2 all good equip. + ___

32. REPL. COST Review
▲ Repl. cost imp. $ 19200
▲ Mkt. Price Eq. site $ 1800
Misc. Allow Costs $ 440
Mktg. Expense $ 288
▲ Repl. Cost $ 21,748

33. COST OF REPAIRS/IMPROVEMENTS
Prop. $ ____ Req. $ ____

34. COMPARABLE PROPERTIES

	Sq. Ft. Imp. Area	Stories	Rms.	Bed Rms.	Bath	Const.	Gar.	Yr. / Cond.	Price	Date	$ / L	Date / Time Adj.	+ / −	Variations
SUBJECT PROPERTY	768	1½	5	2	1	Alum.	2	31/c						
(1) 3538 Wilder St.	780	1	5	2	1	Alum.	1	31/c	12,250	4/14/71	VA	Full	—	Finish Bsmt.
(2) 611 E. Pratt Ave	968	1½	6	2	1	Stucco	—	30/c	11,500	4/4/71	Conv.	Full	—	Finish Bsmt.
(3) 3514 Holden	1108	1½	6	3	1	Brick	2	60/F	7,500	4/30/71	VA	Full	+	Finish Bsmt.

35. CAP. INC. (Mon. Rent $ ____ × ____) − Exc. exp $ ____ = $ 1100 ÷ Rent mult of 93 = CAP. INC. $ 9500

36. APPRAISAL SUMMARY: Capitalized Income $ 9500 Cost $ 22,748 Market ▲ $ 9200
VALUE: Val. *(Rec. Of. Costs)* $ ____ Closing Costs $ ____ Total ▲ $ ____

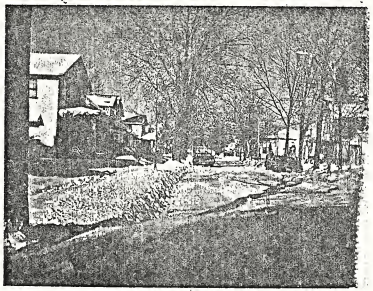
37. LEASE: ANN. GRD. RENT $ ____ CAP. AT ____ % = ▲ $ ____ Val. of Leased Fee. ____ Val. of Leasehold Est. $ ____

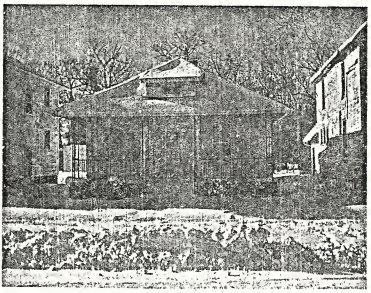
38. (1) Remarks (2) Spec. Cond. (3) Rej. Reasons: (4) Neigh. Charac. (5) Land excl. From Val. (6) Items Excl. From Repl. Cost.

(1) Subject is a 1½ Story Frame House with Two bedrooms and basement. Subject has 2 car detach. garage and is in good physical condition. (2) Subject Roof has 25 yr. cover at the time of inspection. See Photo. (3) Neighborhood is stable and property is appreciating at present. Subject is block from city park and the Bonnie Fair Elementary School. Transportation is only 4 block away to Orchard Street.

39. INSPECTIONS: ☐ Reprint
☐ Proposed Construction
☐ Mortgagee's Certificate
☐ Appr. Arch. Insp. Date ____
☐ Reject
Review ____
☐ Commit. Subj. Val. ☐ Other
☐ Reject Charles Turner 1970
Review ____ Date ____

WARNING: All persons by signing this report certify that they have no interest present or future, in the property, application or mortgage.





SUMMARY STATEMENT OF THE BASIS
FOR JUST COMPENSATION

3136 SMITH

The parcel to be acquired consists of the following described property with the buildings thereon:

Lot #10, Drexel Park Addition

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

Lot size 36x151
Garage 18x18 - condition poor
1 story house - 768 sq. ft., living area
partial basement and crawl space
General condition appear good but loss of value is suffered due to functional disability of non-typical installation of basement stairs and inadequately equipped kitchen.

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is $ 6000 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceeding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your property.

Miller and Hamilton Associates Inc.

300 W. Clinton Street
Fort Wayne, Indiana
(219) 484-0521

REAL ESTATE PURCHASE AGREEMENT

Date: DEC 15, 1977

TO: MR. BERNARD DIKTY, SELLERS

The undersigned Purchaser hereby offers and agrees to purchase from the Sellers, for the sum of $6000.00

the real estate in Allen County, Indiana commonly known as 3136 SMITH

the legal description of which is: LOT #10 DREXEL PARK ADD'N

all being subject to restrictions, easements, covenants and zoning ordinances, together with all appurtenances and permanent fixtures used in connection with said real estate including but not limited to the following: All electrical, gas, heating and plumbing fixtures, all screen doors, storm windows, drapery, hardware, awnings, attached floor coverings, radio or TV antennae, trees, shrubs, flowers and fences, now in or on the property, and the same shall be fully paid for and free of all liens.

PURCHASER WILL PAY SAID SUM OF $6000.00, FOR SAID PROPERTY UPON THE FOLLOWING TERMS

CASH $ 6000 —, cash upon delivery to Purchaser of a properly executed Warranty Deed. Subject to the purchasers ability to obtain within

SALE WITH NEW MORTGAGE ___ days from this date a _____ mortgage loan commitment in an amount of not less than $_____ Failure to obtain financing through no intentional fault of Buyer shall render this Agreement null and void and any earnest money deposited shall be returned to the Purchaser. Purchaser agrees to make immediate application for financing.

SALE TO EXISTING MORTGAGE The Purchaser shall assume and agree to pay the unpaid balance of an existing mortgage loan, which mortgage is held by _____, as Mortgagee, the approximate balance of which is $_____. At the final closing of this transaction the Purchaser shall pay to the Seller the balance of the purchase price in cash and will, in addition thereto, reimburse the Seller in cash for any accumulated escrow funds, upon the proper assignment by Seller. The Seller shall deliver to the Purchaser a properly executed Warranty Deed subject to the unpaid mortgage balance, which the Purchaser shall assume and agree to pay as a part of purchase price.

GUARANTEE SALE AGREEMENT This offer is subject to a satisfactory Guarantee Sale Agreement between the Purchaser and Miller and Hamilton within 72 hours from the time of Seller's acceptance. This transaction to be consumated _____ days from date of Guaranteed Sale Agreement. The Purchasers may elect to close at an earlier date if sale is made to party other than Miller and Hamilton. Seller agrees to execute necessary instruments to complete transaction.

TAX AGREEMENT The Purchaser shall assume and pay the taxes due and payable the first Monday in ~~(Mon)~~ (November), 19 78, and all subsequent taxes and the Purchaser shall assume and pay any assessments for improvements which may become a lien after the date of closing.

POSSESSION Possession shall be delivered to Purchaser on ~~or before~~ CLOSING. In the event the Seller does not vacate by aforementioned date, the Seller shall pay to the Purchaser an amount of $ — for each day, or part thereof, or retained possession, beginning at 12:01 a.m. of the day following the date of the aforementioned possession, which amount shall be considered as damages for continued use. If this is an income producing property, rents, if any, shall be pro-rated to the day of closing.

EARNEST DEPOSIT The Purchaser deposits with Miller and Hamilton Associates, Realtors, the sum of $ -0- as earnest money and upon the Seller's written acceptance, the Purchaser agrees to deposit with Miller and Hamilton Associates additional earnest money in the sum of $ -0- earnest money is to apply to the cash payment at the time of the closing. If this Purchase Agreement is not accepted in writing by the Seller on or before 11 P.M. on the 30 day of DEC, 19 77, the same shall be null and void and earnest money deposited shall be returned to the Purchaser. If either party fails to complete the purchase as agreed, the injured party may recover a sum equal to such earnest money as liquidated damages or, at the option of such party, he may exercise any other legal or equitable remedies. Purchaser has inspected the property and all the terms are stated herein, there being no verbal agreements. If this Purchase Agreement is accepted by the Seller it shall be binding and inuring to the benefit of both parties, their heirs and person representatives.

TITLE EXAM Seller shall furnish, at seller's expense, either: (X one)

X An abstract of title continued to a date after the date hereof disclosing in seller marketable title, or

_____ An owner's title insurance policy, insuring in Purchaser marketable title. Purchaser shall have reasonable time to have same examined; seller shall have reasonable time to correct any title defects.

CLOSING Both parties agree to complete this transaction within 60 days from the acceptance date of this agreement, providing the title meets the necessary legal requirements and the necessary financing is obtained. Seller shall deliver to Purchaser a properly executed deed. Seller assumes risk of loss or damage until closing, and in the event that said real estate and improvements cannot be delivered in their present condition, usual wear and tear excepted, Purchaser shall have the option to revoke this agreement and have earnest money refunded.

SURVEY Seller shall furnish, at his expense: a current certificate of survey showing its dimensions, the location of all improvements, the setting of corner stakes, and, if necessary, a statement of flood plain proximity.

Purchaser: Ethel E. Satron Purchaser: _____

Address: _____ Phone: _____

We, the Purchasers, hereby acknowledge receipt of a copy of this Agreement.

Earnest Money of $ -0- deposited with Miller and Hamilton Associates.

Acknowledged by: _____ Date _____ 19 ____

The undersigned Owners, who are the Sellers of the property described in the above Purchase Agreement, hereby accept said offer and agree to abide by the terms and conditions thereof

AND also agree to pay our real estate agent a commission of $ 900.00, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Seller: x Bernard Dikty Seller: _____

Date: x Dec 25, 1977 Address: _____ Phone: _____

2nd Earnest money of $_____ deposited with Miller and Hamilton Associates.

Date: _____ 19 ____

THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

11-10-77

Mr. Bernard Dikty
6870 N.W. Portland Avenue
West Linn, Oregon 97068

RE: 3136 Smith St., Fort Wayne, IN

Dear Mr. Dikty:

In accordance with statutory requirements, please be advised that Neighborhood Care, Inc. has engaged real estate appraisers to determine fair market value on your property located at 3136 Smith St. Ft. Wayne.

Within the next few weeks, two appraisers will be contacting you in order to arrange an inspection of your property for preparation of their appraisal reports.

Please be advised of your rights, either personally or through your designated representative, to accompany these individuals in preparing a fair appraisal.

We would appreciate it if you would extend your fullest cooperation to these individuals and on behalf of Neighborhood Care, Inc., I would like to thank you for your cooperation in this appraisal process.

Sincerely,

Harold Lewis

Harold Lewis
Real Estate Specialist

HL/ejg

Admn. Appr. _____

DIGEST SHEET

I-78-02-01

TITLE OF ORDINANCE Appropriation Ordinance

DEPARTMENT REQUESTING ORDINANCE CD&P Neighborhood Care, Inc.

SYNOPSIS OF ORDINANCE Allow Neighborhood Care, Inc. to purchase the property at 3136 Smith

EFFECT OF PASSAGE Neighborhood Care, Inc. would purchase the property at 3136 Smith

EFFECT OF NON-PASSAGE Neighborhood Care, INC. would not purchase the property at 3136 Smith

MONEY INVOLVED (Direct Costs, Expenditures, Savings) $6000

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: 1-4-78

Irene